

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY MAR 28 2018
STATE OF OKLAHOMA

RICK WARREN
COURT CLERK

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PAUL MARTIN and LYNDA MARTIN,
Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY, a corporation,
Defendant.

Case No:

65-2018-16991

JURY TRIAL DEMANDED

PETITION

COME NOW the Plaintiffs, Paul and Lynda Martin, and for their causes of action against Defendant, allege and state:

1. Paul and Lynda Martin are citizens of the State of Oklahoma.
2. Defendant, State Farm Fire and Casualty Company, is a foreign insurance company incorporated and domiciled in the State of Illinois and maintains its principal place of business in a state other than in Oklahoma.
3. At all times material hereto Plaintiffs' house in Ponca City, Oklahoma, was insured under State Farm Fire and Casualty Company, Policy No. 36-BB59253. The subject policy was in full force and effect at all times pertinent hereto.
4. Plaintiffs property sustained wind and hail damage on or about April 4, 2017.
5. Plaintiffs submitted a claim for wind and hail damage to Defendant and otherwise complied with all conditions precedent to recovery under the subject insurance policy.
6. State Farm breached the subject insurance contract by wrongfully denying Plaintiffs' claims for loss or damage to their property caused by a wind and hail storm.

EXHIBIT

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7. State Farm breached the implied covenant of good faith and fair dealing in the insurance contract, as a matter of standard business practice, in the following respects:

- a. failing and refusing payment and other policy benefits on behalf of Plaintiffs at a time when State Farm knew that it was entitled to those benefits because the wind and hail damage was obvious;
- b. failing to properly investigate Plaintiffs claim by not attempting to view and consider all apparent damage;
- c. refusing to honor Plaintiffs claims for reasons contrary to the express provisions of the policy that covers wind and hail damage;
- d. refusing to honor Plaintiffs claims in some instances by applying restrictions not contained in the policy;
- e. refusing to honor Plaintiffs claims in some instances by knowingly misconstruing and misapplying provisions of the policy;
- f. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiffs claims;
- g. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiffs claims once liability had become reasonably clear;
- h. failing to properly evaluate the limited investigation that was performed;
- i. refusing to consider the reasonable expectations of the insured;
- j. intentionally prolonging the claims handling process for an unreasonable amount of time;
- k. refusing to consider evidence of insured home's pre-loss condition in determining cause of loss, and denying this claim; and,
- l. refusing to take into consideration homes damaged by the same wind and hail in the vicinity;

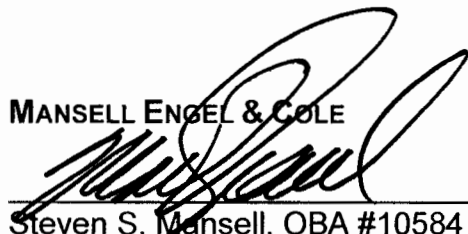
all in violation of the implied covenant of good faith and fair dealing and resulting in financial benefit to the Defendant, State Farm.

8. Plaintiffs have suffered the loss of the policy benefits, loss of value to the house, loss of the purchased coverage, anxiety, frustration and distress, and other incidental damages.

9. Defendant recklessly disregarded and/or intentionally and with malice breached its duty to deal fairly and act in good faith entitling Plaintiffs to recover punitive damages.

WHEREFORE, Plaintiffs pray for judgment against the Defendant, State Farm Fire and Casualty Company for their damages, both compensatory damages and punitive damages, with interest and costs of this action, for a reasonable attorney fee, and for such other relief as may be appropriate. The amount sought as damages is in excess of the amount required for diversity jurisdiction pursuant to §1332 of Title 28 of the United States Code.

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